IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 3043 OF 2006

Reliance Transport &
Travels Private Limited. .. Petitioners.

vs.

The Airport Authority of India
& Ors. .. Respondents.

Mr. K.K. Singhvi a/w Mr. D.J. Kakalia
i/by M/s. Mulla & Mulla
for petitioners.
Mr. Aspi Chinoy a/w Mr. Milind Sathe
& Mr. A.S. Doctor i/by M/s. Junnarkar
& Associtates for Respondent no. 4.
Mr. P.K. Samdani i/by M/s. Juris Consultus
for Respondent Nos. 1 and 2.

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Coram: J.N. PATEL &,
S.C. DHARMADHIKARI, JJ.
Date: 22nd February, 2007.

P.C.

. Heard the learned counsel for the parties.

2. The petitioners have approached this Court by invoking extra ordinary jurisdiction of this Court claiming that the petitioners are the original allottees of the land for construction of hanger by the Airport Authority of India at CSI Airport and that this Court should issue a writ in the nature of an order to quash and set aside the orders, actions and decisions of Respondent No. 1 contained in the communication dated 20.7.2006 which is annexed as Exhibit "R" to the petition and of withdrawing and cancelling the two bills dated 1.6.2006 and 7.6.2006 being Exhibits "O" and "P". The petitioiners have further sought for a writ of mandamus to withdraw and to cancel the orders, actions and decisions communicated by Respondent No.1 vide their letter dated 20.7.2006, re-issue the bills dated 1.6.2006 and 7.6.2006 being Exhibits "O" and "P" and accept from the Petitioner No. 1 the amounts demanded in the said bills and recognise the 1st petitioners as the allottees of land admeasuring about 2701 sq. mtrs. at the CSI Airport, for construction of Hangers on BOT basis and to permit the 1st Petitioners to use and enjoy the lease of the said lands peacefully and without interruption and execute necessary documents with the Petitioner No. 1. The Petitioners have further sought a writ of mandamus in the form of an injunction restraining the Respondents No. 1 and 2 from executing any documents in respect of the allotment of the land and construction of Hanger on BOT basis (2701 sq. mtrs.) in favour of Respondent No.

4 or in any manner dealing with Respondents No. 4 or accepting any license fees or other payments from the 4th Respondents in connection with the said land allotted to the 1st Petitioner for construction of a Hanger at CSI Airport, Mumbai and have also sought for consequential reliefs flowing from the reliefs claimed by the Petitioners.

3. The key issue is in respect of the claim made by the Petitioners against Respondent No. 4 in so far as it relates to the allotment of government land admeasuring 2701 sq. mtrs. to Reliance Industries Limited before reorganisation into two major groups. It is the case of the petitioners that the land was allotted by Respondent No. 1 to the Petitioner No.1 and, therefore, it is the Petitioner No. 1 who is entitled to built, operate and transfer the hanger. Whereas it is the case of Respondent No. 1 that right from the initial stage i.e. from approval of land for construction, license fee, undertaking and other transactions were carried out by Respondent No. 4 with Respondent No. 1 wherein the land was allotted to Petitioner No. 1 as a subsidiary of Respondent No. 4. At no stage Petitioner No. 1 corresponded nor claimed any right over the above mentioned land from Respondent No. 1 and the Respondent No. 1 has specifically denied the decision of Respondent No. 1, vide its letter dated 20.7.2006, which is impugned in this petition, as being arbitrary, unjustified and contrary

to the rules of the Respondent No. 1.

4. The Respondent No. 1 claims that though the land was allotted in the name of the Petitioner No. 1, Respondent No. 4 was in possession. Whereas it is the case of the Respondent No. 4 that since the time of its allotment, the land has been in possession of the Respondent No. 4 and Respondent No. 4 have invested in the construction of the hanger. This fact situation was prevailing before reorganisation of M/s. Reliance Industries Limited and that is what is evident from the communication dated 20.7.2006 made by the Airport Director to the Petitioner company that on the basis of the documentary evidence furnished by both the parties it is clear that the aforesaid land was under the jurisdiction of M/s. Reliance Industries Limited with effect from 7.11.2003 and the hanger is being constructed on BOT basis at site. That is how Respondent No. 1 decided to deal with M/s. RIL as lessee of the subject land and M/s. RTTL i.e. the petitioner was requested to amicably resolve the issue, if any, between both the companies and convey the decision of ownership of hanger with the consent of RIL to AAI i.e. the Respondent No. 1.

5. In our view, these are all disputed questions of facts which cannot be entertained in writ jurisdiction by this Court for the simple reason that unless the inter se dispute between the Petitioner No.

1 and the Respondent No. 4 is resolved, the Respondent No. 1 cannot be directed to accept the Petitioner No. 1 company as the lessee of the land in question. Therefore, we dismiss the petition with liberty to parties to seek alternative remedy.

6. The learned counsel for the parties submit that the interim order passed by this Court on 10.11.2006 i.e. "In the meantime, respondent Nos. 1 to 3 not to enter into formal lease deed with respondent No. 4." would continue to operate and bind the parties for a period of eight weeks and till then the parties would continue the status quo as on the date of the filing of the petition.

(J.N. Patel, J.)

(S.C. Dharmadhikari, J.)